

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP (797-1101)

SUBJECT: Resolution - Developers Agreement

Application No., Project Name and Location:
DA 10-2-01, Edjeslan Plat, 10200 State Road 84, Generally located
approximately 600' west of Nob Hill Road, on the south side of State Road 84
with frontage on SW 101 Road.

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ADJESLAN ENTERPRISES, INC.; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE EDJESLAN PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On May 3, 2000, Town Council passed resolution No. R 2000-86, approving a subdivision plat consisting of 6.22 acres for the proposed development of a 16,518 square foot preschool on Parcel "A", two (2) dwellings units on Parcel "B", and 16,920 square feet of existing commercial use on Parcel "C" of the plat. Subsequently, on June 7, 2000, Town Council approved an ordinance No. 2000-19 which rezoned Parcel "B" on the plat from A-1, Agricultural Estate District (County) to B-3, Planned Business District. The restrictive note on the face of the plat reflects Parcel "B" for development of 24,000 square feet of commercial use, which is in conformance the B-3, Planned Business District regulations.

Broward County requires the Town to participate in this agreement, which stipulates the Town will not issue any building permits until the Developer provides documentation of payment of impact fees due for the construction of improvements. The Town also agrees to not issue any certificates of occupancy for the plat until the plat has been recorded as noted in this agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Agreements, Plat, Land Use map, Subject Site map, and Aerial.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ADJESLAN ENTERPRISES, INC.; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE EDJESLAN PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Adjlesan Enterprises, Inc. proposes to develop properties known as the Edjeslan Plat; and

WHEREAS, Broward County will allow the issuance of building permits while platting is in progress.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Adjlesan Enterprises, Inc., and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any building permits until the Developer provides for documentation of payment of impact fees due for construction of improvements; and that no certificate of occupancies will be issued until the Edjeslan Plat has been recorded in the Broward County public records.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

Return recorded copy to:

Document prepared by:

AGREEMENT

Among

BROWARD COUNTY

and

THE TOWN OF DAVIE

and

ADJESLAN ENTERPRISES, INC.

Relating to

THE ISSUANCE OF BUILDING PERMITS
WHILE PLATTING IS IN PROGRESS

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY";

CAF#234
09/11/98

AND

THE TOWN OF DAVIE, a municipal corporation, organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY";

AND

ADJESLAN ENTERPRISES, INC., its successors and assigns, hereinafter referred to as "DEVELOPER."

WITNESSETH:

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and known as a portion of the EDJESLAN Plat, Plat No. 056-MP-99, (the "Plat") (Lot _____), located on a portion of Parcel "A", and situated within THE TOWN OF DAVIE, on which parcel of land DEVELOPER contemplates (Municipality) the construction of a 7,450 square foot kindergarten addition; and

WHEREAS, the Plat was approved by the Board of County Commissioners on _____, _____ (date); and

WHEREAS, DEVELOPER is now desirous of obtaining building permits from the CITY so that DEVELOPER may construct a 7,450 s.f. kindergarten addition to the existing educational facilities hereinafter referred to as the "Improvements," within the boundaries of said Plat; and

WHEREAS, the CITY may not ordinarily issue building permits to DEVELOPER for construction of said Improvements within the boundaries of the Plat (Lot _____), prior to recordation of said Plat; and

WHEREAS, on _____, _____ (date), the COUNTY authorized the issuance of building permits by the CITY to DEVELOPER for construction of said Improvements within the boundaries of the Plat (Lot _____), prior to plat recordation; and

WHEREAS, DEVELOPER shall be required to pay actual or estimated impact fees to the COUNTY for the Improvements which DEVELOPER wishes to construct prior to issuance of the building permits by the CITY; and

WHEREAS, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; and

WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the Plat (Lot _____), by DEVELOPER during the time that preparation for the recordation of the Plat of the property is proceeding; NOW, THEREFORE,

IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY represents to the CITY that it does not object to the CITY'S issuance of building permits to DEVELOPER for construction of a kindergarten addition (the "Improvements"), within the boundaries of the EDJESIAN Plat (Lot _____), prior to the recordation of said Plat, subject to the following conditions to assure compliance with the Broward County Land Use Plan:
 - (a) No building permit shall be issued by the CITY unless and until DEVELOPER shall document payment of the impact fees which are due for construction of the Improvements, pursuant to Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code; said impact fees may be estimated in those instances when the COUNTY is not able to determine actual impact fees at the time of issuance of the building permits; and
 - (b) No certificate of occupancy, which is complementary to the building permits, shall be issued by the CITY unless and until DEVELOPER shall record in the Official Records of Broward County said Plat which has been approved by the Broward County Board of County Commissioners; and
 - (c) Should the DEVELOPER fail to record the Plat approved by the Board on _____, _____ (date), within eighteen (18) months of the date of approval, or otherwise allow the plat to expire, the building permits issued shall be revoked by the CITY and any improvements constructed pursuant to such permits shall be removed within three (3) months of expiration of the current plat approval unless the plat is reapproved within three (3) months and recorded before expiration of the new approval. The COUNTY shall refund all impact fees paid for building permits where the improvements are demolished.

- (d) Conditions 2(b) and (c) shall appear on the face of the building permits issued by the CITY. However, failure of the permits to so indicate shall not alter any terms of this agreement or the right of the COUNTY and the CITY to enforce the terms of this agreement.
3. The CITY agrees that any building permits issued for the construction of said Improvements will be issued in accordance with paragraph 2, and the CITY reserves the right to evaluate DEVELOPER'S application for building permits for compliance with all existing laws, ordinances and regulations controlling the issuance of building permits for construction within the CITY. The issuance of building permits shall be at the discretion of the CITY.
 4. Nothing in this Agreement shall prejudice the COUNTY'S right to impose conditions on approval of the Plat covering the lands described herein which are required by COUNTY plat ordinances and regulations or are otherwise necessary to insure the public health, safety, and welfare of the residents of Broward County.
 5. DEVELOPER agrees not to occupy the Improvements unless and until a certificate of occupancy has been issued.
 6. In those instances when estimated impact fees are paid they shall be adjusted at the time of Plat recordation and any underpayment or overpayment shall be taken into consideration.
 7. The DEVELOPER assumes the risks associated with constructing the Improvements prior to plat recordation. The issuance of the building permits before final plat recordation shall not be considered by DEVELOPER, the COUNTY or the CITY as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the Plat (Lot _____), nor shall the COUNTY or the CITY be deemed estopped from enforcing the terms of this Agreement because of the issuance of the building permits or construction completed pursuant to such permits. Furthermore, if the presently approved plat expires without the plat being recorded, the DEVELOPER shall be required to meet all land development regulations in effect at the time the new plat is submitted and shall be subject to new concurrency determinations.
 8. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER'S expense. Recordation of the EDJESLAN Plat shall be an automatic release of the obligations of DEVELOPER set forth herein.

9. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, _____ (date); the CITY, signing by and through its _____, authorized to execute same by Commission/Council action on the _____ day of _____, _____ (date); and _____, signing by _____ and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____ Chair

_____ day of _____, _____ (date)

Approved as to form
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY, THE CITY/TOWN OF
DAVIE, AND ADJESLAN ENTERPRISES, INC.
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN
PROGRESS

CITY

CITY OF

Witness signature

Witness name printed

Witness signature

Witness name printed

By _____
Mayor-Commissioner

____ day of _____, _____ (date)

ATTEST:

City Clerk

By _____
City Manager
____ day of _____, _____ (date)

CORPORATE SEAL

APPROVED AS TO FORM:

By _____
City Attorney

STATE OF FLORIDA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of
_____, _____ (date), by _____ who
is-

[] personally known to me, or

[] produced identification. Type of identification produced _____

NOTARY PUBLIC

My commission expires:

Type or print name

CAF#234
09/11/98

AGREEMENT BETWEEN BROWARD COUNTY, THE CITY/TOWN OF
DAVIE, AND ADJESLAN ENTERPRISES, INC.
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN
PROGRESS

DEVELOPER

Witnesses:

Print name: Mary Tompkins

Print name: ANNIE AUDET

Evening

By Evan Jaffe

Print name:
Title: President
Address: 555 SW 12th Ave. #101
Pompano Bch., FL 33069

(CORPORATE SEAL)

26 day of October 2001 (date)

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ (date), by _____ who is _____

[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name: _____

My commission expires:

CAF#234
09/11/98

AGREEMENT BETWEEN BROWARD COUNTY, THE CITY/TOWN OF
DAVIE, AND ADJESLAN ENTERPRISES, INC.
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN
PROGRESS

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 26 day of
October, 2001 (date), by EVAN JATTA, as President of
Adjeslan Enterprises, Inc. a Florida corporation/partnership, on
behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)  Gerald B. Buboltz
Commission # DD 052872
Expires Aug. 26, 2005
Bonded Through
Atlantic Bonding Co., Inc.

My commission expires:

NOTARY PUBLIC:

Gerald B. Buboltz
Gerald B. Buboltz
Print name:

MORTGAGEE

Witnesses:

Print name:

Print name:

(Corporate seal)

By _____
Print name:
Title:
Address:

____ day of _____, ____ (date)

EDJESIAN PLAT

A REPLAY OF A PORTION OF TRACT 1 AND TRACT 2, THEN BE, AND A PORTION OF THE 37 RIGHT-OF-WAY, "JOHN W. NEWMAN'S SURVEY" AND A REPLAY OF A PORTION OF PARCEL 10, "JOHN W. NEWMAN'S SURVEY" AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA RESPECTIVELY LYING IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 41 EAST, TOWN OF DANIE, BROWARD COUNTY, FLORIDA

THE INSTRUMENT WAS PREPARED BY
 ATTY IN CHARGE - JAMES J. JILES
 ANDRIM & ASSOCIATES, INC.
 1000 N. W. 10TH AVENUE, SUITE 100
 MIAMI, FLORIDA 33136
 (305) 358-1000



LOCATION SKETCH
 NOT TO SCALE

ACKNOWLEDGMENT

I, the undersigned, being the grantor and the grantee, do hereby certify that we are the persons whose names are subscribed to the foregoing instrument, and that we executed the same for the purposes and consideration therein expressed. This instrument was duly acknowledged before me on this 1st day of August, 1980.

NOTARY PUBLIC

NOTARY PUBLIC

TOWN OF DANIE TOWN COUNCIL

RESOLVED, that the Town Council of the Town of Danie, Broward County, Florida, do hereby approve and authorize the execution of the foregoing instrument, and that the same be recorded in the Public Records of Broward County, Florida.

NOTARY PUBLIC

TOWN OF DANIE PLANNING AND ZONING BOARD

RESOLVED, that the Planning and Zoning Board of the Town of Danie, Broward County, Florida, do hereby approve and authorize the execution of the foregoing instrument, and that the same be recorded in the Public Records of Broward County, Florida.

NOTARY PUBLIC

CENTRAL BROWARD WATER CONTROL DISTRICT

RESOLVED, that the Central Broward Water Control District, Broward County, Florida, do hereby approve and authorize the execution of the foregoing instrument, and that the same be recorded in the Public Records of Broward County, Florida.

NOTARY PUBLIC

TOWN OF DANIE PLANNING AND ZONING DIVISION

RESOLVED, that the Planning and Zoning Division of the Town of Danie, Broward County, Florida, do hereby approve and authorize the execution of the foregoing instrument, and that the same be recorded in the Public Records of Broward County, Florida.

NOTARY PUBLIC

DESCRIPTION

A portion of Tract 1 and Tract 2, then be, and a portion of the 37 right-of-way, "JOHN W. NEWMAN'S SURVEY" AND A REPLAY OF A PORTION OF PARCEL 10, "JOHN W. NEWMAN'S SURVEY" AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA RESPECTIVELY LYING IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 41 EAST, TOWN OF DANIE, BROWARD COUNTY, FLORIDA

DEDICATION

I, the undersigned, being the grantor and the grantee, do hereby certify that we are the persons whose names are subscribed to the foregoing instrument, and that we executed the same for the purposes and consideration therein expressed. This instrument was duly acknowledged before me on this 1st day of August, 1980.

NOTARY PUBLIC

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NOTARY PUBLIC

NOTE: THE PLAT IS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS OF WAY SHOWN THEREON. THE PLAT IS NOT TO BE USED AS A BASIS FOR THE DETERMINATION OF THE LOCATION OF ANY EASEMENT OR RIGHT OF WAY.

NOTE

THE PLAT IS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS OF WAY SHOWN THEREON. THE PLAT IS NOT TO BE USED AS A BASIS FOR THE DETERMINATION OF THE LOCATION OF ANY EASEMENT OR RIGHT OF WAY.

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PLAT INTENTION

THE PLAT IS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE PLAT IS SUBJECT TO THE EASEMENTS AND RIGHTS OF WAY SHOWN THEREON. THE PLAT IS NOT TO BE USED AS A BASIS FOR THE DETERMINATION OF THE LOCATION OF ANY EASEMENT OR RIGHT OF WAY.



N. New River Canal

State Rd. 84

Town Boundary

TRANSPORTATION

Nob Hill Rd.

(S.W. 100th Ave.)

COMMERCE / OFFICE

COMMERCIAL

SUBJECT SITE

PETITION NUMBER
DA 10-2-01
Subject Site Area
Future Land Use Plan

N
4

11/20/01 Scale: 1"=200'

PREPARED BY: TOWN OF DAVIE
PLANNING & ZONING DIVISION - GIS

The map displays the following features:

- Waterways:** N. New River Canal (top), Nob Hill Creek (right).
- Highways:** State Rd. 84 (top right).
- Zoning Districts:** CC (Community Center), B-1 (Business), A-1 (County), T (Township), B-3 (Business), CF (Community Facility).
- Subject Site:** Nob Hill Village (134-26), indicated by an arrow pointing to a hatched area labeled "Parcel A".
- Other Labels:** Tier 95, Tier 90, Parcel B, 1, 2, 7, 18.

PETITION NUMBER
DA 10-2-01

Subject Site Area Zoning Map

11/20/01 Scale: 1"=200'

PREPARED BY: TOWN OF DAVENPORT
PLANNING & ZONING DIVISION

CF

DA 10-2-01

Subject Site Area Zoning Map

11/20/01

Scale: 1"=200'

**PREPARED BY: TOWN OF DAVIE
PLANNING & ZONING DIVISION - GIS**

N



N
↑
DATE FLOWN
JANUARY 1998
SCALE: NTS
DA 10-2-01
PREPARED BY: TOWN OF DAVIS
PLANNING & ZONING DIVISION - GIS